

**Solicitation Number: RFP #092922****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Globe Trailer Manufacturing, Inc., 3101 59th Avenue Dr. E., Bradenton, FL 34203-5311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Trailers with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 20, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- #### **2. *Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

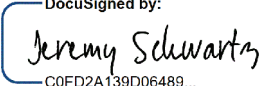
22. CANCELLATION

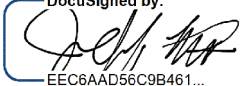
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

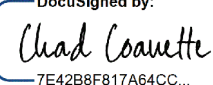
Sourcewell

Globe Trailer Manufacturing, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
12/15/2022 | 12:30 PM CST
Date: _____

DocuSigned by:

By: EEC6AAD56C9B461...
Jeffrey K Walters Jr.
Title: VP Engineering
12/21/2022 | 6:54 AM PST
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
12/21/2022 | 8:58 AM CST
Date: _____

RFP 092922 - Trailers with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Globe Trailer Manufacturing, Inc.

Does your company conduct business under any other name? If yes, please state: N/A

Address: 3101 59th Avenue Dr E
Bradenton, Florida 34203

Contact: Jeffrey Walters, Jr.

Email: jeffjr@globetrailers.com

Phone: 941-753-2199 300

Fax: 941-755-7604

HST#:

Submission Details

Created On: Wednesday August 17, 2022 14:17:07

Submitted On: Thursday September 29, 2022 16:09:15

Submitted By: Jeffrey Walters, Jr.

Email: jeffjr@globetrailers.com

Transaction #: e5ea29ca-8622-418b-b5da-f919f50f3326

Submitter's IP Address: 47.206.214.91

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Globe Trailer Manufacturing, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A - there are no subsidiaries.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A - there are no DBA names.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 30DZ6 UEI: K3SYLX9NSZV7	*
5	Proposer Physical Address:	3101 59TH Avenue Dr E Bradenton, FL, 34203-5311 UNITED STATES	*
6	Proposer website address (or addresses):	http://WWW.GLOBETRAILERS.COM	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeffrey K Walters, Jr, VP Engineering 3101 59TH Avenue Dr E Bradenton, FL, 34203-5311 Email: jeffjr@globetrailers.com Tel: Office: (941) 753-2199 x300	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jeffrey K Walters, Jr, VP Engineering 3101 59TH Avenue Dr E Bradenton, FL, 34203-5311 Email: jeffjr@globetrailers.com Tel: Office: (941) 753-2199 x300	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeffrey Coomber, Director of Government & Military Sales 3101 59TH Avenue Dr E Bradenton, FL, 34203-5311 Email: jeffcoomber@globetrailers.com Tel: Office: (941) 753-2199 x400, Mobile: (941) 302-8567	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Globe Trailer Manufacturing, Inc. of Bradenton, Florida was established in the early 1980s and earned a reputation of quality, value and superior customer satisfaction. The current ownership who purchased the company in 2004 has a 60-year history as the world's leading Manufacturing and Engineering of Welding and Cutting replacement components which gave them the expertise to greatly improve upon then-existing trailer designs. Our trailers are manufactured in Bradenton, FL in our 100,000 square foot facility covering 10 acres. We are proud of our trailers and our employees. Globe Trailers has grown from 30 employees in 2004 to 85 employees in 2010 and currently has 100+ employees. All Globe Trailer employees are committed to excellence with an equally importance commitment to the company's Code of Business Ethics and Conduct. Globe Trailers also offers the best warranty in the trailer industry, and that is why we at Globe Trailers say, "There IS a World Of Difference". Globe Trailer has been producing heavy hauling trailers for over 25 years. It has produced over 5,000 trailers specifically for over-the-road transport of heavy equipment. The Company has also produced a large number of military cargo-hauling trailers under several contracts with the Marine Corps, the Navy and the Army including 35 and 55-ton Bulk Cargo haulers, the EET and LEUT trailers. The equipment used for manufacturing our trailers includes computerized plasma burning tables, optical beam cutting machines, state of the art welding machines, overhead crane systems, milling machines, cutting shears, and CNC Whitney punches. Additionally, our plant also has its own in-house sandblasting and paint facilities. Our welders are all certified up to AWS T-1 steel and are government certified. Our clients and client safety in the field are what matter most to us. With our comprehensive engineering and design capabilities, the Company has developed extensive expertise and operational knowledge of the trailers and their applications. The Company designs and produces a vast majority of the system parts and components in-house. The Company uses suppliers who certify raw materials supplied to Globe Trailer that comply with applicable DOT and SAE regulations and requirements. In addition to commercial sales, the Company sells 40 -70% of its annual production directly to federal governmental agencies through GSA and Defense Logistics Agency. As a Small Business manufacturer, Globe Trailer is committed to excellence, a top-quality product as well as creating innovative and Flexible solutions for our customers. Additional Globe Trailer company information, contact information and a video about our Lowboy trailers is available at https://www.globetrailers.com/about-us/.	*
11	What are your company's expectations in the event of an award?	Globe Trailer's expectations in the event of a Sourcwell award would be characterized by enthusiasm as a result of having a contract that would open new opportunities for us and our dealer network to fulfill not only the trailer/hauling requirements, but also the need for an excellent procurement vehicle/process for our state, local and education customers. However, we recognize having the best procurement vehicle is only part of the solution to obtaining sales. Globe Trailer would immediately implement a proactive approach to educating and training its internal and dealer sales forces to aggressively promote the Sourcwell contract to all existing and eligible Sourcwell members. Many of our existing Sourcwell-eligible customers would be converted to Sourcwell members/users as a result of a Sourcwell award to Globe Trailer. We have found that many state and local governmental agencies either struggle with or are uncomfortable with using a federal government contract. Therefore, with a Sourcwell award, we would then be able to more effectively address the state and local governmental, higher education, K-12 education, not-for-profit, tribal government, and all other eligible public agencies and expand Sourcwell's exposure in that market.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Under Company's current ownership that acquired the Company in 2004, Globe Trailers has sold nearly one hundred million dollars in heavy-haul trailers to military agencies and commercial entities around the world. Known for its product's high quality and dependability, the Company's trailers are used throughout all agencies of the military and at state and municipality levels. The Company has significant financial strength generated from years of profitable operations along with significant equity investment from its ownership and an \$8 million+ loan facility established at a national banking institution. Globe Trailer owns its 10-acre headquarter facility that houses over 100,000 sq. ft. of manufacturing facilities. The Company owns all of its land, buildings and equipment. It has a strong balance sheet with assets in excess of \$15 million and equity of over \$5 million. The Company's has an excellent D&B rating verifiable through regular D&B channels via its DUNS #077295355. Additionally, corporate bank and trade references are available in the document upload section.	*
13	What is your US market share for the solutions that you are proposing?	Globe Trailer's approximate market share in the US is 5%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Globe Trailer's approximate market share in Canada is approximately 1%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Globe Trailer has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Response: (a) Not Applicable (b) Globe Trailer Manufacturing, Inc. is a state-of-the-art trailer manufacturer with its own dedicated sales force segmented to serve the commercial, dealer and government/education markets. Globe Trailer's sales force are full-time employees of the company. Globe Trailer's dealer and service center network of 400+ locations extend throughout the continental US and Canada to facilitate sales and service. Dealer staff are employees of their respective dealerships. Dealer performance is held to the same high standards as our own internal staff and expected to always exceed our customers' expectations. Globe Trailer's extensive nationwide and international dealer and service center network is searchable on our website at https://www.globetrailers.com/locator/. As we are constantly expanding our network, authorized dealer and service center members can be verified by contacting your Globe Trailer sales representative or our dedicated contract administrator.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Globe Trailer is licensed and registered in all US states and territories in which we do business. Globe Trailer is also registered in the Canadian provinces in which we do business. The following Quality Control processes that differentiate Globe Trailer's offering in the heavy-haul trailer marketplace: - o ISO 9001 Equivalent, DCMA & GSA-Approved Quality System - o Multi-axis Measurement Arm Used to Obtain Detailed Measurements - o Fixtures and Tooling Used to Achieve Consistent High Quality - o All Measurement Devices are Calibrated as Required - o ISO QA Manual Approved by U.S. Government - o Welding Meets AWS D1.1 and MIL STD 1595 - o Welders Certified to AWS requirements - o Document Control, Work Instructions, and - o Inspection Procedures Are Monitored and Followed Globe Trailer uses suppliers who certify raw materials supplied to the company that comply with applicable DOT and SAE regulations and requirements. Globe Trailers products are considered 'TAA-compliant' under the Federal Acquisition Regulation (FAR) Clause 52.225-5 TRADE AGREEMENTS ACT (AUG 2018) which certifies that the company will deliver only U.S.-made or designated country end products.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Globe Trailer Mfg. has never been suspended or disbarred. None of its officers or employees have ever been suspended or disbarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Globe Trailer has been recognized by the Tampa Bay Times as one of the Top 100 Defense Contractors in Florida.	*
20	What percentage of your sales are to the governmental sector in the past three years	2019 - 45.3% 2020 - 46.7% 2021 - 54.7%	*
21	What percentage of your sales are to the education sector in the past three years	0% for 2019-2021	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Globe Trailer holds several state or cooperative purchasing contracts. Annual sales volume for the contracts is as follows: Washington (\$149,000);Texas (\$41,000)	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Globe Trailer Manufacturing, Inc has held its GSA Schedule MAS 23V Automotive Superstore Contract (GS-30F-0027R) since August of 2005. This GSA MAS contract was awarded for a 5-year Base period with three 5-year Option renewals through 2025. Globe Trailer also holds a DLA HEPP 5-Year contract for Trailers & Options with the Defense Logistics Agency which serves both CONUS & OCONUS shipping points worldwide. Revenue for these contracts for the past three years is as follows: 2019 - \$9.96 million 2020 - \$10.86 million 2021 - \$15.58 million	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Claremore	Kevin Bledsoe	(918) 341-1325	*
New York State – Department of Transportation	Office of Fleet Administration & Support	(518) 457-2875	*
North Carolina State Department of Transportation	Daniel Hudson	(252) 945-8454	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Dept of Defense agency	Government	Pennsylvania - PA	Trailers and Options	\$13,000 – \$175,000	\$29,760,000	*
Federal Civilian agency	Government	District of Columbia - DC	Trailers and Options	\$25,000 - \$95,000	\$3,340,000	*
USDA	Government	District of Columbia - DC	Trailers and Options	\$35,000 - \$75,000	\$339,000	*
Fish & Wildlife Service – Nationwide	Government	District of Columbia - DC	Trailers and Options	\$45,000 - \$85,000,	\$96,000	*
City of Orlando	Government	Florida - FL	Trailers and Options	\$50,000 - \$64,000	\$154,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number

of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Globe Trailer's 25+ years of successful experience in the trailer industry is a direct result of maximizing the expertise of its nationwide sales force. Globe Trailer has a seasoned internal direct sales force (6 FTEs) who are constantly trained on all the latest industry trends and developments. We also extend this training to our extensive nationwide dealer sales network. Our extensive dealer sales network covers all 50 states, US Territories and Canada. Our decades of successful experience in both selling from and complying with various types of federal and state/local procurement contracts directly and through our dealer network provide us with the foundation for expanding the Sourcewell Member network and satisfying Sourcewell Members' trailer requirements. A summary of our industry experience, capabilities and significant government contracts we have won is available on the attached Capabilities Statement as Table 8 - Item 45 - Value-Added Attributes - Production - Capabilities - Past Performance - Globe Trailer.pdf" in the Other Document Upload section. Globe Trailer's sales force is constantly working to provide quality expertise to our customers and this synergy will be enhanced with Sourcewell-specific training programs at the sales and service levels. Our experienced internal sales team is well-accustomed to exceeding customer expectations.
27	Dealer network or other distribution methods.	Globe Trailer's 25+ years of successful experience in the trailer industry is a direct result of maximizing the expertise of its internal nationwide sales force while leveraging the expertise of its carefully chosen qualified dealer network. We extend training to our extensive nationwide dealer sales network. Our extensive dealer sales network covers all 50 states, US Territories and Canada while our 350+ location service center network serves as an extension of our dealer network. Globe Trailer holds regular training sessions with our dealer network to maximize proper presentation of the value and quality of the Globe Trailer's broad trailer and trailer option offering. Our decades of successful experience in both selling from and complying with various types of federal and state/local procurement contracts directly and through our dealer network provide us with the foundation for expanding the Sourcewell Member network and satisfying Sourcewell Members' trailer requirements. A summary of our industry experience, capabilities and significant government contracts we have won is available on the attached Capabilities Statement as "Table 8 - Item 45 - Value-Added Attributes - Production - Capabilities - Past Performance - Globe Trailer.pdf" in the Other Document Upload section. Globe Trailer's direct internal sales and Dealer sales network are constantly working synergistically together to provide quality expertise to our customers and this synergy will be enhanced with Sourcewell-specific training programs both at the sales and service levels. Our experienced internal sales and Dealer Sales teams are well-accustomed to working together to exceed customer expectations. Globe Trailer's Dealer networks can be referenced at https://www.globetrailers.com/locator/. Members of Globe Trailer's Authorized Dealer and/or Service networks can also be verified by calling your Globe Trailer contract administrative or sales contact.

28	Service force.	Globe Trailer's 25+ years of successful experience in the trailer industry is a direct result of maximizing the expertise of its nationwide service force while leveraging the expertise of its carefully chosen qualified Service Center network. Globe Trailer has a seasoned internal service forces (85+ shop and service FTEs) who are constantly trained on all the latest industry trends and developments. We also extend training to our extensive nationwide Service Center network. Our extensive Service Center network covers all 50 states, US Territories and Canada. Our 350+ location service center network serves as an extension of our dealer network. Globe Trailer holds regular training sessions with our service center networks to maximize proper presentation of the value and quality of the Globe Trailer's broad trailer and trailer option offering. Our experienced internal service team and our Service Center Network are well-accustomed to working together to exceed customer expectations. Globe Trailer's Dealer and Service Center networks can be referenced at https://www.globetrailers.com/locator/. Members of Globe Trailer's Authorized Dealer and/or Service networks can also be verified by calling your Globe Trailer contract administrative or sales contact.
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	New product inquiries are handled immediately and assigned either to one of our seasoned sales personnel or, if appropriate, referred to a qualified dealer who can best serve the customer's requirements. Response time requirements for these inquiries ranges from immediate to a maximum of within one hour. To assist our dealers and providers in meeting our stated service goals, Globe Trailer offers incentives based on volume and other discounts and allowances to assist our dealers in maintaining a high order fulfillment ratio and high levels of customer and trailer service in order to grow their businesses and thereby grow our dealer network. Globe Trailers works hand-in-hand with its dealers to ensure timely order processing and customer satisfaction. All sales inquiries will be handled professionally through either Globe Trailer's direct sales team or through one of Globe Trailer's authorized dealers if determined to me more beneficial to the customer. Globe Trailer has developed an extensive, professional and successful dealer network over several decades and plans to include its dealer network to enhance its Sourcewell offering. For Sourcewell, Direct inquiries to Globe Trailers will be handled by our Sourcewell-trained sales team who will assist the Sourcewell-eligible customer in understanding the benefits of using the Sourcewell contract and will assist the customer in configuring their trailer requirement. They will provide a quotation based on the most current contract price list. If the customer is not a Sourcewell Member, the Globe Trailer direct sales team member will assist the customer in understanding how to become a Sourcewell Member and how to place a proper Sourcewell order. Dealer network sales inquiries made to Globe Trailer's dealer network will be handled in a similar procedure as a direct inquiry as our dealer network will be educated on identifying a Sourcewell or Sourcewell-eligible Member and will contact Globe Trailer to coordinate the quotation process to ensure that the customer receives a proper Sourcewell quotation based on the most current Sourcewell contract price list. Dealers will be required to involve Globe Trailer in quoting to any Sourcewell-eligible customer to ensure that the quote is in conformance with the most current Globe Trailer contract pricing and terms and conditions and to ensure that ensuing purchase orders are also in conformance with contract terms. Globe Trailer's Dealer and Service Center networks can be referenced at https://www.globetrailers.com/locator/. Authorized members of Globe Trailer's Dealer and/or Service networks can also be verified by calling your Globe Trailer contract administrative or sales contact. Once an order is received, Globe Trailer's order quality control process will apply to both direct orders and orders placed through our dealer network. Our order processing procedure includes specifically ordered steps which review key order data points which include, but are not limited to: correct contract#, correct contractor information, verification of current contract items, correct contract item pricing, correct labeling of any non-contract items as "Open Market", correct delivery and payment terms. At this stage, all order details will be collected for internal audit and contract reporting purposes. Once invoiced, the order is coded for its respective contract differentiator (i.e. GSA, DLA, Commercial Open Market, etc.) This unique differentiator is then used in capturing and reporting sales from our various contracts. All Sourcewell purchase orders will be reviewed under our order quality control process and uniquely identified so that they can be accumulated via our accounting records for quarterly reporting purposes. In addition, information regarding sales facilitated by dealers is also tracked in a similar manner so that the accounting records will reflect Sourcewell related billings for dealer commission related purposes. All dealer will be required to provide to Globe Trailer the authorized/reviewed Sourcewell quotation, the Sourcewell Member purchase order and their invoice to the Sourcewell Member for verification and reporting purposes. Our system has been used successfully for GSA and our other contracts for over 16 years and has resulted in no audit adjustment in any annual review of our contract sales.
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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Globe Trailer empowers its employees, dealers and service centers to provide a high level of customer service to ensure that we exceed our customers' expectations in all aspects. Our expectation from our staff is 100% customer satisfaction during any interaction with any customer, dealer or service center personnel. We maintain all customer details in our customer relationship management (CRM) system which is managed by our dedicated Customer Service staff. All levels of the company have access to this system so they can be aware of any customer preferences or outstanding issues. Also, we use data from CRM to reward customers via a Loyalty program. Our direct employee staff and our dealer/service center partners staff are encouraged to consistently seek customer feedback and we sustain and improve our customer service program by reviewing and incorporating customer input into our processes. Globe Trailer also believes it equally important to empower its employees, dealers and service centers to provide excellent customer service within the shortest possible time. In the case of warranty claims, for example, Globe Trailer requires a response time of less than 24 hours to receive the initial contact from the customer, determine warranty claim applicability and advise the customer if the claim qualifies under warranty. Once a claim is determined to be covered under warranty, Globe Trailer sets a service commitment deadline of 24-48 business hours to approve the warranty claim or to request additional information. Most authorized warranty claims are completed within 3-5 business days or less, although some can take longer depending on the complexity, location/availability of the trailer.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	a) Globe Trailer would be able to serve all geographic areas of the United States through the proposed contract. We have decades of experience in efficiently serving either directly or through our dealer network the pre- and post-sales service needs of our varied customer base.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Globe Trailer has served our customers in Canada both directly and through our Canadian dealers who provide broad pre- and post-sales service and support to customers in their respective regions. Our Canadian Dealer network is expanded as need arises. Globe Trailer also provides service center access to our Canadian customer base and would use the same network to serve Sourcewell Members.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A. There are NO geographic areas of the United States or Canada that would NOT be fully served through the proposed contract	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Globe Trailer would fully serve ALL Sourcewell participating sectors including government, education and non-profit. Our regional dealers throughout the US and Canada serve broad areas throughout their respective regions. There are no other cooperative purchasing contracts that would limit our ability to promote and fully serve and expand the Sourcewell Member community.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Globe Trailer would serve Sourcewell participating entities in Hawaii, Alaska and US Territories by shipping to US-based consolidation points or arranging FOB Origin shipping terms.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Globe Trailer's marketing strategy for promoting the Sourcewell contract to all Sourcewell Members and all Sourcewell eligible non-members. We will immediately evaluate our current extensive customer base including our dealer network to inform Sourcewell-eligible customers of our contract award and promote the value of the Sourcewell contract via multiple channels including our extensive national sales and dealer network. Globe Trailer will create a dedicated page on its website to promote the Sourcewell contract similar to the attached web page which will include links to: the contract acceptance documents, dealer locator, customer engagement tools (i.e. - Newsletters, Contract Updates, Training literature, etc.), social media links to our Facebook, LinkedIn, Instagram and YouTube pages/channels, educational and informative product, company and Sourcewell information. The webpage would have a link for customers to not only locate a dealer, but also to request a Sourcewell quote either directly from Globe Trailer or one of our authorized dealers. Globe Trailer has included a representative sample of marketing materials used to promote a Sourcewell contract is uploaded as: "Table 7 - Item 36 - Marketing - Globe Trailers - 2022.pdf" in the Marketing Document upload section. In an effort similar to our website promotion of Sourcewell, our marketing team will produce value-based camera-ready advertisements to be used by Globe Trailer and to customize for our dealer network for their independent use to promote the Sourcewell contract. We have greatly expanded our capabilities in the marketing collateral area as we now regularly produce camera-ready customized product specification sheets for our dealer network to employ locally. We would aggressively use this capability to produce additional Sourcewell camera-ready advertisements and Sourcewell marketing materials for widespread distribution by our dealer network. These full color print advertisements in camera-ready electronic format, including company logos and contact information would also serve to be used in the Sourcewell directory and other approved marketing publications. Trade shows. Globe Trailer will also train its trade show team on presenting the benefits of the Sourcewell contract to trade show attendees for all events that we attend. Globe Trailer will also proactively seek to participate in all trade shows that Sourcewell attends in order to promote a Sourcewell award. Globe Trailer will also partner with local dealers to participate in their area to promote Sourcewell. We would invite all Sourcewell Members and potential Sourcewell members in the area using every market media in the area to make sure the target Sourcewell base knows of our attendance and support of our local dealer in promoting Sourcewell. Globe Trailer is also committed to participating with Sourcewell in any regional or national shows in which we can coordinate marketing efforts. Globe Trailer also has a large customer base who have not had a contract vehicle with all the benefits of Sourcewell, therefore, we will aggressively contact and promote a Sourcewell award to all those customers. This direct contact will be in addition to placing prominent links to a Globe Trailer Sourcewell award on our social media pages/profiles. These links will lead directly to the Sourcewell web page containing the terms of a Globe Trailer Sourcewell award. As part of our proactive marketing effort, Globe Trailer would use our current internal communications network to inform our sales and marketing teams of how to verify current Sourcewell membership and how to promote the benefits of Sourcewell membership to those customers who are not yet members. We would train our staff on capturing in our CRM system the member information deemed necessary by Sourcewell.
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37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Globe Trailer is constantly enhancing our digital presence. Our company website, www.globetrailers.com, is the cornerstone of our digital presence receiving 1,000s of visits monthly. With pages and links for our principal trailer types, specification sheets for each trailer, a media page including our promotional videos, a Military link showing contracts and a Support link where customers can locate a dealer, request a quote and register their warranty/make a warranty claim. We are constantly monitoring website metrics and making adjustments to maximize ease of use and focus on our principal marketing goals. Globe Trailer also makes extensive use of its YouTube channel to present brief, targeted and informative videos about the company, our products and our unique production processes. We will also produce and place, after Sourcewell review and approval, a special video espousing the benefits and value of the Sourcewell contract complete with all pertinent contract facts and information with a call to action for the viewer to contact Globe Trailer or one of our dealers to learn how a Sourcewell contract can more efficiently fulfill their trailer requirements. Globe Trailer's uses its Facebook, Instagram and LinkedIn profiles to achieve continued increases in exposure for the company, our products and our dealer network. We closely monitor the metrics of each platform and make adjustments to assist in accomplishing our marketing goals. For example, in November, our Facebook page reached over 350,000 people who watched over 100,000 of our videos and made nearly 24,000 post-engagements. Globe Trailer's YouTube channel in a recent month has received over 2,800 views representing a 15% increase in viewers who watched over 3,300 minutes of our promotional videos. On Instagram, during a recent week in September, we reached nearly 43,000 accounts with over 80,000 impressions. We intend to prominently promote a Sourcewell award through each of these venues and to provide potential Sourcewell users with an easy, seamless path to learn the benefits of the Sourcewell contract from a qualified Globe Trailer direct or dealer salesperson.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting contracts arising out of this RFP would be primarily as a facilitator to inform their membership of the availability of the contracts and to direct member inquiries for this commodity area to their awarded contracts. After Sourcewell facilitates this exposure via their electronic media and trade show presence, the contract holders would then be responsible for further educating Sourcewell Members and potential members of the advantages of using the Sourcewell Trailer contracts. Globe Trailer would immediately begin the integration of a Sourcewell-awarded contract into our sales process by preparing training sessions for its sales teams and dealer network as to the proper presentation of the benefits of Sourcewell to eligible buyers. Globe Trailer would also educate their management, sales teams and dealer network as to the proper procedures for quoting from the Sourcewell contract. The Sourcewell contract will be the contract-of-choice for presentation and promotion to all state and local governmental, higher education, K-12 education, not-for-profit, tribal government, and all other Sourcewell-eligible public agencies. Globe Trailer sales and dealer sales personnel would be provided with the latest listing of Sourcewell-eligible agencies and entities in order to maximize exposure of its Sourcewell contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Globe Trailer currently participates in the GSA Advantage! and e-Buy programs established by GSA. Globe Trailer submits all of its responses electronically, processes its contracts electronically, invoice, bill and receive payments electronically through various federal and state contracts. Globe Trailer has been successful via these e-procurement portals, however, due to the technical nature of trailer and option configuration, the company prefers direct, personalized consultation with potential customers to ensure that the most efficient configuration is being presented to fill the customer's specific trailer requirements. Globe Trailer's website also includes a Support link where customers can locate a dealer, request a quote and register their warranty/make a warranty claim.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Upon request, Globe Trailer offers customized training either through teleconference/webinars or customer onsite training. Training is performed by Globe Trailer qualified, experienced staff members. Teleconference/webinar training are typically performed at no cost to the customer. Sourcewell Members would receive as no cost both electronic and hard copy manuals for their specific trailer type(s) upon delivery of their trailer(s). These manuals are generally used in operator training, parts ordering training and maintenance training for their trailer. If additional copies of the manuals are needed, they are available at an additional cost. Our sales staff and post-sales support staff spend extensive time with our customers both in pre-sales consultations and post-sales support via telephone or internet at no costs to our customers. Customer onsite training is available and priced per request and costs are based on length of training, number of attendees and expenses for training staff.	*
41	Describe any technological advances that your proposed products or services offer.	Globe Trailer has a 60-year history as the world's leading Manufacturing and Engineering of Welding and Cutting replacement components which has served as the foundation and expertise for us to greatly enhance our trailer designs. The advanced equipment used for manufacturing our trailers includes computerized plasma burning tables, optical beam cutting machines, state of the art welding machines, overhead crane systems, milling machines, cutting shears, and CNC Whitney punches. Our plant also has its own in-house sandblasting and paint facilities. Our welders are all certified up to AWS T-1 steel and are government certified. Our advanced equipment, processes and the expertise of our personnel allow us to provide the best trailer products and to offer the best warranty in the trailer industry. Globe Trailer's technological advances are driven by our world-class engineering processes. Details of our engineering and production processes can be viewed in the following 3-minute video via YouTube: https://www.youtube.com/watch?v=I9tqDzv-nGM&feature=youtu.be Globe Trailer also has the following advanced production capabilities that contribute to producing a superior technologically advanced product: o Solid Modeling; 60+ Years' Experience in Welding Industry; Over 100,000 Sq. Ft. & 20+ Acres of Mfg.; Material Capacity up to 20"x96"x60"; State of the Art Welding Machines; Overhead Crane Systems; Optical Beam Cutting Machines; Vertical Machining Centers; CNC Angle Line Capability – FICEP Machine; Iron Working; MIG Welding (Steel & Aluminum); Laser cutting; Plasma cutting; Metal rolling/forming; Shot blasting; Drilling/punching; Band-sawing; Oxy burning/cutting; Powder Coating; Shearing; Vertical machining centers; Horizontal Mills; Lathes; Threaders; Routers; Bulk storage of welding gases that are piped throughout the facility; Products, Parts, Tooling and NC code all designed and FEA tested. Confirmed by first article testing, destructive testing and long-term testing; New Product Development; Painting/CARC; Finite Element Analysis.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Globe Trailer's paint booth emissions are regulated and monitored by the US Environmental Agency who performs regular inspections and audits. The company has passed all inspections. Globe Trailer recycles all recyclable items and engages an environmental service to pick up regularly from our offices.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Globe Trailer is an SBA Small Business for federal business and its GSA schedule contract per its entry in the SAM.gov database. We are classified as a Small Business for all of our NAICS codes.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Globe Trailer appreciates the opportunity to offer our decades of experience in the trailer industry, our advanced production capabilities and our extensive record of outstanding past performance to Sourcewell Members. While referenced in several sections of this proposal, we have attached a comprehensive summary of our unique combination of experience and trailer expertise and past performance record on contracts similar in scope to Sourcewell as Attachment Table 8 - Item 45 - Value-Added Attributes - Production - Capabilities - Past Performance - Globe Trailer.pdf in the Additional Document Upload section Globe Trailer's Unique Product Attributes offered to Sourcewell Members: - o 1-, 3-, 5- and 10-year Structural Warranty - Globe Trailer's 1-, 3-, 5- and 10-year structural warranty on its various subcategories of trailers is the best in the industry. Most competitors offer lesser warranties on these respective trailer subcategories. - o Powder Coating – All of Globe Trailer's trailers are 100% powder coat finished at our manufacturing facility. Powder coating eliminates the possibility of contamination occurring in transit between process phases and results in a durable, easily cleaned finish that protects the trailer from corrosion and ensures a long service life. - o T-1 100K PSI yield strength Steel - The High Tensile Steel ensures the designed camber is retained and allows for a longer product service life versus the competition. - o Standard 12" stubbed cross member spacing - Produces added strength to the trailer and less stress on the decking, leading to a longer than industry-standard life of the decking material. - o 30K pound rated large diameter air bags - are standard vs. optional on many competitors' trailers. This allows for lower operating pressure and higher capacity when needed. - o TAA Compliance - Globe Trailers products are considered 'TAA-compliant' under the Federal Acquisition Regulation (FAR) Clause 52.225-5 TRADE AGREEMENTS ACT (AUG 2018) which certifies that the company will deliver only U.S.-made or designated country end products. Globe Trailer's Unique Quality Control Attributes offered to Sourcewell Members: - o ISO 9001 Equivalent, DCMA & GSA-Approved Quality System - o Multi-axis Measurement Arm Used to Obtain Detailed Measurements - o Fixtures and Tooling Used to Achieve Consistent High Quality - o All Measurement Devices are Calibrated as Required - o ISO QA Manual Approved by U.S. Government - o Welding Meets AWS D1.1 and MIL STD 1595 - o Welders Certified to AWS requirements - o Document Control, Work Instructions, and - o Inspection Procedures Are Monitored and Followed Globe Trailer's Unique Production Attributes offered to Sourcewell Members: - o Solid Modeling; 60+/-Years' Experience in Welding Industry; Over 100,000 Sq. Ft. & 20+ Acres of Mfg.; Material Capacity up to 20"x96"x60"; State of the Art Welding Machines; Overhead Crane Systems; Optical Beam Cutting Machines; Vertical Machining Centers; CNC Angle Line Capability – FICEP Machine; Iron Working; MIG Welding (Steel & Aluminum); Laser cutting; Plasma cutting; Metal rolling/forming; Shot blasting; Drilling/punching; Band-sawing; Oxy burning/cutting; Powder Coating; Shearing; Vertical machining centers; Horizontal Mills; Lathes; Threaders; Routers; Bulk storage of welding gases that are piped throughout the facility; Products, Parts, Tooling and NC code all designed and FEA tested. Confirmed by first article testing, destructive testing and long-term testing; New Product Development; Painting/CARC; Finite Element Analysis. Globe Trailer does from time-to-time offer Trade-in of existing trailers as evaluated on a case-by-case basis. The customer's existing trailer is assigned a Trade-in value after inspection. The Trade-in value varies by type, condition and age of the existing trailer. This Trade-in value can then be applied to the purchase of a new trailer. The customer's existing trailer is normally picked up upon delivery of their newly purchased trailer.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	Globe Trailer's warranty is extended to the first purchaser only and covers the main frame structure of its trailers for: - o 1 year on its Specialty trailers (Sliding-Axle, Folding Neck, Flatbed, Drop deck & Military); - o 3 years on its Demolition Dump trailers; - o 5 years on its Tag-along trailers; and - o 10 years on its Lowboy Trailers up to 65-ton. All warranties begin from date of delivery. All parts manufactured by Globe Trailer are covered for 1 year from date of delivery. Warranties for supplied products or parts not manufactured by Globe Trailer are passed to the customer from the OEM. Globe Trailer facilitates any warranty claims to the OEM involved on behalf of the customer. We do assist the customer to ensure the problem is corrected with the OEM. For example, if a non-Globe Trailer part fails, we would contact the part OEM to have them process the warranty claim. If customer needed to buy a new part, then we facilitate warranty claims to the OEM of the part involved.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Normal wear and tear as the trailer is intended to be used is covered. Globe Trailer warrants to the first purchaser only, the described new trailer manufactured by Globe Trailer to be free from defects in materials and workmanship, when properly maintained, and under normal use and service, which means the loading, unloading and transportation of uniformly distributed legal loads of cargo, adequately restrained and secured, in a manner which does not subject the trailer to strains or impacts greater than are imposed by normal use. Total weight of the trailer and cargo must not exceed the gross vehicle weight rating (GVWR) set forth on the vehicle identification plate affixed to the trailer at the factory and the loading of each axle must not exceed the gross axle weight rating (GAWR) listed on the same plate.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Globe Trailer does not cover the expenses and travel for warranty repairs. Our dealer network performs most of the warranty repairs or we arrange for an authorized repair shop to perform the repairs. However, Globe Trailer always works to exceed customer expectations and has in many cases, covered technician's travel time and mileage to perform warranty repairs consistent with its high customer satisfaction standards.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no regions of the United States or Canada for which Globe Trailer cannot provide or arrange for a certified technician to perform warranty repairs. Sourcewell Members in all regions will be provided service for warranty repair via our proven warranty claim procedures as follows: Globe Trailers Warranty Procedure: 1. The customer notifies Globe Trailer that they have a problem that may be warranty. 2. The customer sends pictures and information to Globe Trailer describing the problem. 3. Globe Trailer reviews the information and determines whether it is warranty or not. 4. Globe Trailer advises customer that repairs will be covered under warranty. 5. Globe Trailer provides a repair (procedure or parts) to the problem. 6. Globe Trailer sends warranty claim form to be filled out by customer or repair shop and returned to Globe Trailer for approval. The claim must include estimated hours and cost of repairs. 7. Globe Trailer reviews the estimate and either approves or requests more info. 8. The repairs are performed according to the approved estimate. 9. The customer or repair shop sends Globe Trailer an invoice for the repairs. 10. Globe Trailer pays invoice of the approved amount of the estimate. 11. Globe Trailer will maintain contact with the customer, advising of any status updates of the claim or repair. Steps #1 - #4 are done within a day of the customer notifying Globe Trailer. Steps #5 - #7 are usually done within 1-2 business days. Steps #8 - #10 time frame can vary depending on location of the trailer and availability of the trailer. Larger repairs can in some instances take a week or longer to be completed and closed out. Note: If repairs are done prior to receiving approval from Globe Trailer, the repairs as well as the costs may not be covered. All repairs must be pre-approved by Globe Trailer prior to any work being performed.	*

50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranties for supplied products not manufactured by Globe Trailer are passed to the customer from the OEM. Globe Trailer facilitates any warranty claims to the OEM involved on behalf of the customer. We do assist the customer to ensure the problem is corrected with the OEM. For example, if a non-Globe Trailer part fails, we would contact the part OEM to have them process the warranty claim. If customer needed to buy a new part, then we facilitate warranty claims to the OEM of the part involved.	*
51	What are your proposed exchange and return programs and policies?	Globe Trailer and its dealer network are highly-trained in all aspects of closely assisting its customers during the pre-sales consultation stage of defining customer requirements and selecting the correct combination of trailer and trailer options that will fulfill the customer's requirement. In the rare case that a customer desires an exchange or return, Globe Trailer and its dealer network are known for exceeding customer expectations with their prompt actions to correct any areas of customer concern. We do not have an exchange return program for our products given the custom nature and physical size of our products. However, we make adjustments and corrections to any defects to the intended function of the trailer. We make these adjustments in order to completely satisfy the customer's area of concern. Globe Trailer does from time-to-time offer Trade-in of existing trailers as evaluated on a case-by-case basis. The customer's existing trailer is assigned a Trade-in value after inspection. The Trade-in value varies by type, condition and age of the existing trailer. This Trade-in value can then be applied to the purchase of a new trailer. The customer's existing trailer is normally picked up upon delivery of their newly-purchased trailer. Globe Trailer offers the industry's best warranty on its trailers. Sourcewell Members will be able to benefit from the longest structural trailer warranty in the industry, is easy-to-use warranty registration and warranty claim form/process details of which are contained in the attached document "Table 9 - Warranty - Globe Trailers-Warranty Process - Registration - Warranty Claim Forms.pdf" in the Warranty Document upload section. Customers may access and initiate the Globe Trailer warranty registration via the following Globe Trailer's website link, https://www.globetrailers.com/warranty-registration/, or via email depending on their preference.	*
52	Describe any service contract options for the items included in your proposal.	In addition to its industry-leading standard warranty, Globe Trailer offers extended warranties for its trailers at an optional additional cost. Extended warranties are available at varying costs depending on the trailer and options purchased.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Globe Trailer's payment terms for government customers are Net 30 Days which is also consistent with our dealers' payment terms. Invoices are issued at completion of trailer.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Financing options are available through third party vendors that have established relationship with our customers. Globe Trailer will help any customer in locating satisfactory leasing or financing options either through our directly established relationships or through those of our dealer network. Globe Trailer does from time-to-time offer Trade-in of existing trailers as evaluated on a case-by-case basis. The customer's existing trailer is assigned a Trade-in value after inspection. The Trade-in value varies by type, condition and age of the existing trailer. This Trade-in value can then be applied to the purchase of a new trailer. The customer's existing trailer is normally picked up upon delivery of their newly-purchased trailer.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Globe Trailers will use the following standard transaction documents in connection with an awarded contract. Standard Transaction Forms are uploaded as "Table 10 - Item 55 - Standard Transaction Documents - Globe Trailers.pdf" in the Warranty Documents upload section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Globe Trailer accepts the P-card procurement and payment process as do most of our dealers. There is not an additional cost to Sourcewell members for using this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Globe Trailer's pricing model being offered to Sourcewell is detailed in the two separate tabs of the included Excel spreadsheet in uploaded Pricing document: "11.0 - Pricing for Trailers and Trailer Options - Globe Trailer – 2022-final.xlsx" for its Trailers (spreadsheet tab: "Master Trailer Listing – 2022") and Trailer Options (spreadsheet tab: "Master Trailer Options - 2022"). Each Trailer has a specific base model number/SKU and characteristics which are included in its base MSRP price. The Trailer offering price sheet (spreadsheet tab: "Master Trailer Listing – 2022") is included as uploaded Pricing document: Excel spreadsheet in uploaded Pricing document: "11.0 - Pricing for Trailers and Trailer Options - Globe Trailer – 2022-final.xlsx" and contains a 'NOTES' section at the end which serves as a guide for easily translating our model numbers/SKUs into the principal characteristics of each offered model. Once the basic model Trailer has been selected, customers are able to customize configuration of desired Trailer Options to meet their specific requirement. Globe Trailer has also included a representative sampling of its trailer brochures/specification sheets uploaded as "11.1 - Sample Trailer Brochures-Specifications - Globe Trailer.pdf" in the Upload Additional document section. Globe Trailer also offers an extensive Trailer Options selection as listed in the following uploaded Pricing document: ("11.0 - Pricing for Trailers and Trailer Options - Globe Trailer – 2022-final.xlsx" spreadsheet tab: "Master Trailer OPTIONS – 2022") to allow for customization of our trailers to match specific customer requirements. Globe Trailer's Options pricing spreadsheet contains a section for each trailer type (i.e. Tag, Lowboy, Dump, etc.) of all Trailer Options available to customize our trailers to precisely meet Sourcewell Member requirements and specifications. Each Trailer Option listed shows MSRP and proposed Sourcewell discounted price on the Excel spreadsheet in uploaded Pricing document: "11.0 - Pricing for Trailers and Trailer Options - Globe Trailer – 2022-final.xlsx" . The pricing spreadsheet shows Globe Trailer's standard MSRP List Price for each Trailer and Trailer Option being offered along with the corresponding Sourcewell discount and final Sourcewell discounted price. Delivery Charges/Freight – Globe Trailer offers its customers two options on trailer freight. Many customers prefer to arrange for and pay for their own delivery/freight charges. For these customers, Globe Trailer will assist them in finding a qualified delivery provider as requested. For customers who prefer for Globe Trailer to arrange delivery, Globe Trailer works with its network of qualified delivery providers to provide the most economical, reliable delivery provider and invoices the customer the amount of freight charges along with the cost of their trailer(s).

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount range being offered by Globe Trailer to Sourcewell Members is a discount of 2.0% – 15.0% off MSRP on trailers and trailer options as indicated per line item on the included uploaded Excel Pricing document: "11.0 - Pricing for Trailers and Trailer Options - Globe Trailer – 2022-final.xlsx".	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Globe Trailer is offering an additional 3% quantity discount on single orders for 12+ similar/or like trailers that are manufactured and delivered simultaneously. This amount will be offered in addition to the basic proposed Sourcewell Member discount.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Globe Trailer will offer Open Market and Non-Standard options to Sourcewell Members and will supply a quote on an 'as requested' basis due to the variable nature of such requests. Globe Trailer will make all reasonable efforts to provide these options at a fair and reasonable market price and will ensure that such items are trailer-related and qualify as 'incidental' additions to any order.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Typically, there are no other costs outside of direct freight or shipping charges associated with the trailers being offered. The only possible additional charge could result from customer special requests such as customer request for federal inspection, onsite customer training or delivery delays caused by customer including unloading charges. In such cases, these costs would be evaluated on a per case basis and always would be the minimum possible. If customer requests inspection of a trailer before shipping, Globe Trailer uses a DOT-certified 3rd party to perform onsite trailer inspections and Globe Trailer passes this cost on to the customer.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery and shipping expense typically fall under two main categories. Some customers prefer to arrange for and pay for their own delivery while others prefer to utilize Globe Trailer's expertise and buying power to minimize the delivery expenses charged by Globe Trailer. For customers who prefer to make their own delivery arrangements, Globe Trailer assists them in locating and contracting directly with an appropriate, qualified carrier and the customer then pays the carrier directly. For customers who prefer to use Globe Trailer's delivery expertise, Globe Trailer typically charges on a per mile or fixed fee basis whichever is more advantageous to the customer from the shipping origin point to the customer's designated destination. In all cases, Globe Trailer works with the customer to minimize their delivery costs while helping to ensure safe delivery of their trailer order. Travel expenses are priced on a per case basis. Special customer requests requiring travel are charged at reasonable rates based on the number of staff requested/required (\$500/staff member per day), the distance of travel, length of travel in days and other reasonable daily expenses at their respective costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Delivery procedures for Alaska and Hawaii customers who choose that Globe Trailer handle the delivery arrangements would work under Globe Trailer's standard delivery costs procedures wherein Globe Trailer would deliver the order to the Alaska or Hawaii customer's preferred continental US consolidation port. Alaska and Hawaii customers delivery charges would be calculated on a per mile basis to the continental US consolidation port. Procedures for Alaska and Hawaii customers who prefer to arrange and pay for their own delivery costs would also receive assistance from Globe Trailer in locating and contracting directly with an appropriate, qualified carrier. Travel expenses for special requests for Alaska, Hawaii, or Canada delivery are charged at reasonable rates based on the number of staff requested (\$500/staff member per day), the distance of travel, length of travel in days and other reasonable daily expenses at their respective costs. Globe Trailer does not ship directly to any other offshore sites, only to consolidation ports within the US.	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Globe Trailer uses only bonded verified and insured delivery drivers who must also be US citizens and holders of a valid TWIX card. Globe Trailer strives to minimize customer delivery costs and delivery time on all orders. We work with an extensive network of delivery providers for our direct and dealer network orders. For customers who choose to make their own delivery arrangements, Globe Trailer assists them in choosing an appropriate and properly qualified delivery provider. Globe Trailer will also, when appropriate, 'stack' trailers to minimize delivery costs and will offer resulting savings in shipping costs to the customers on the trailers involved. Also, for quality control purposes, we require the use of straps and not chains to secure our trailers to ensure proper care and avoid any damage to our trailers during the delivery process.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing offered to Sourcewell is "c" - better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Globe Trailer conducts a quarterly internal self-audit of its sales to users such as GSA, DLA and will do the same for Sourcewell. This review includes review of pricing and remittance of appropriate administrative fees. Beginning with our quoting system, all Globe sales personnel and dealer sales staff will be provided with the most current contract price listing whenever there are updates in order to ensure that the Sourcewell Member receives an accurate quotation. Once an order is received, Globe Trailer staff will implement our order quality control process to ensure that all terms and pricing on direct orders and dealer network orders are correctly reflected. Quarterly sales reports will be generated based on the unique contract differentiator and the report will be reviewed by both sales management and accounting management. Administrative fees due to the Sourcewell will then be remitted in the same way Globe Trailer does for its other contracts with administrative fees.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Globe Trailer, if awarded a contract, will track the following internal metrics, among others, to measure performance on the contract: 1) Inquiries received from Sourcewell Members and potential Sourcewell Members for quotations on trailers 2) Website visits to dedicated Sourcewell website page 3) Outbound marketing contacts made to Sourcewell Members or potential members 4) Sales conversion percentage of quotes issued directly to Sourcewell Members 5) Sales conversion percentage of quotes issued through Dealer Network to Sourcewell Members.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	An administrative Fee of 1.5% of the sale price of contract items on Sourcewell orders will be paid to Sourcewell for sales invoiced during the contract period. Globe Trailer understands that the administrative fee is to be paid on the total quarterly sales on invoiced Sourcewell orders and is not to be added to the Members' cost of goods.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Globe Trailer is offering its broad selection of industry-leading trailers including Tag-along, Lowboy, Demolition Dump, Narrow Fixed-Neck, Hydraulic Tail, Flatbed, Drop-deck, Sliding Axle, Folding Neck, Goose Neck, Enclosed and Military trailers. These trailer models are available with capacities ranging from 15-Ton to 70-Ton, 2,3,4 or multiple axles, hydraulics or non-hydraulic among other industry-popular configurations. To further facilitate precise customization requirements for its customers, Globe Trailer is also offering its extensive listing of Trailer Options. Customers can choose from variable Deck Lengths and Widths, Flooring Materials, Deck Accessories, Suspension/Axle Components, Hydraulics Options, Composite Makeup, Tie-Down/Load-Securing Accessories, Winch and Winch Accessories, Tires and Rims Plus Accessories, Paint and Coatings, Lights and Wiring, Front and Rear Ramps, Rear Deck and Over Axle Accessories and other accessories commonly requested by its broad base of customers. Globe Trailer also is offering its industry-best warranty along with optional warranty upgrades.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Trailers including Tag-along, Lowboy, Demolition Dump, Narrow Fixed-Neck, Hydraulic Tail, Flatbed, Drop-deck, Sliding Axle, Folding Neck, Goose Neck, Enclosed and Military trailers.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Semi, utility, dump, lowboys, tags, hydraulic lift, flatbeds, deck overs, drop-deck tilt, rollbacks, slide axle, tanker, gooseneck, car haulers, stock, cargo, sport, walking floor, roll-off, storage, construction job, and refrigerated	☒ Yes ☐ No	Trailers including Tag-along, Lowboy, Demolition Dump, Narrow Fixed-Neck, Hydraulic Tail, Flatbed, Drop-deck, Sliding Axle, Folding Neck, Goose Neck, Enclosed and Military trailers.
72	Mobile offices and concessions	☐ Yes ☒ No	N/A
73	Mobile command stations and incident response	☐ Yes ☒ No	N/A

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	No exceptions taken.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - 11.0 - Pricing for Trailers and Trailer Options - Globe Trailer – 2022-final.xlsx - Thursday September 29, 2022 16:03:53
 - [Financial Strength and Stability](#) - Table 2 - Item 12 - Financial Strength & Stability-Globe Trailer Mfg.zip - Thursday September 29, 2022 11:50:17
 - [Marketing Plan/Samples](#) - Table 7 - Item 36 - Marketing Plan Supplemental Docs- Globe Trailer Mfg.pdf - Thursday September 29, 2022 11:51:34
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Table 9 - Warranty - Globe Trailers-Warranty Process - Registration - Warranty Claim Forms.pdf - Tuesday September 27, 2022 23:00:25
 - [Standard Transaction Document Samples](#) - Table 10 - Item 55 - Standard Transaction Documents-Globe Trailer Mfg.zip - Thursday September 29, 2022 11:55:11
 - [Upload Additional Document](#) - Upload Additional Documents - Globe Trailer Mfg.zip - Thursday September 29, 2022 15:07:41

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeffrey Walters, Jr., VP, Globe Trailer Manufacturing, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Trailers Wed September 21 2022 04:26 PM	☒	1
Addendum_4_Trailers Tue September 20 2022 08:40 AM	☒	1
Addendum_3_Trailers Mon September 19 2022 12:24 PM	☒	1
Addendum_2_Trailers Wed September 14 2022 03:50 PM	☒	1
Addendum_1_Trailers Tue September 13 2022 07:51 AM	☒	1

**AMENDMENT #1
TO
MASTER AGREEMENT #092922-GLB**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Globe Trailer Manufacturing, Inc.** (Supplier).

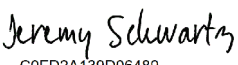
Sourcewell awarded a master agreement (092922-GLB) to the Supplier to provide Trailers with Related Equipment, Accessories, and Services to Participating Entities through Sourcewell's Cooperative Purchasing Program (Master Agreement).

Supplier has requested to modify the Master Agreement to address the insurance requirements.

NOW, THEREFORE, the parties wish to amend the Master Agreement as follows:

1. Article 18 Insurance, Section A. Requirements, 5. Network Security and Privacy Liability Insurance is deleted in its entirety.

Except as amended by this Amendment, the Master Agreement remains in full force and effect.

Sol
Signed by:

By: C0FD2A139D06489...

Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 5/22/2026 | 3:04 PM CDT

Glo
DocuSigned by:

By: 579509C064604F3...

Brian Kalamanka
Chief Financial Officer

Date: 5/27/2026 | 11:23 AM CDT
